

CONTRACT

THIS AGREEMENT made this 14th day of April, in the year of Our Lord One Thousand Nine Hundred and Seventy-Eight.

BETWEEN: CITY OF LONG BRANCH, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY;

AND: NEW JERSEY STATE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NUMBER 68.

WHEREAS, the Mayor and Business Administrator of the City of Long Branch have negotiated with the New Jersey State Firemen's Mutual Benevolent Association Local Number 68 for a two year contract between the City of Long Branch and paid firemen of the City of Long Branch Fire Department, commencing January 1, 1978; and

WHEREAS, the proposed contract negotiated between the Mayor and the Business Administrator and the New Jersey State Firemen's Mutual Benevolent Association Local Number 68 has been approved by the City Council of the City of Long Branch pursuant to a resolution adopted.

NOW, THEREFORE, the parties hereto hereunto agree as follows:

1a. The annual base salary for 1978 for each of the classifications shown shall be as follows:

Probationary Firemen (for entire first year)	\$10,650
Second Year Firemen	\$12,660
Third Year Firemen	\$13,286
Fourth Year Firemen	\$13,858
Firemen, maximum	\$15,618
Captain (Supervisor of Firefighters)	\$18,132

b. Effective January 1, 1979 and for the period January 1, 1979 to June 30, 1979 the annual base salary for each of the classifications shown shall be increased 6 1/2% from the 1978

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annual base salary as follows:

	Annual base for use during 6 month period
Probationary Firemen (for entire first year) . . .	\$11,342
Second Year Firemen	\$13,483
Third Year Firemen	\$14,150
Fourth Year Firemen	\$14,759
Firemen, maximum	\$16,633
Captain (Supervisor of Fire Fighters)	\$19,311

c. Effective July 1, 1979 and for the period July 1, 1979 to December 31, 1979, the salary for each of the classifications shown shall be computed on the basis of an annual base salary increased 7% from the 1978 annual base salary, as shown:

	Annual base for use during 6 month period
Probationary Firemen (for entire first year) . . .	\$11,396
Second Year Firemen	\$13,546
Third Year Firemen	\$14,216
Fourth Year Firemen	\$14,828
Firemen, maximum	\$16,711
Captain (Supervisor of Fire Fighters)	\$19,401

2. In the event City vehicles are not available for business purposes then, with the approval of the City Administrator, employees of the Fire Department may use their personal vehicles for City business and be reimbursed at the rate of \$.15 per mile.

3. The basic work for all of the aforesaid firemen shall be, regardless of rank, 60 hours per week.

4a. Major Medical and Blue Cross/Blue Shield coverage under the State Health Plan shall be provided for each of the firemen covered by this Contract.

b. The employer shall continue providing life insurance coverage in the amount of \$1,000.00 on the life of each employee.

c. Effective January 1, 1979, the employer shall provide

life insurance coverage in the amount of \$5,000.00 on the life of each employee, who has the sole right to name the beneficiary.

5a. Firemen covered under this contract shall receive in lieu of holidays 12 days pay to be paid to them on November 30 of each year in one lump sum. Should the Federal Government declare another holiday or holidays, same shall be added to the twelve (12) present holidays.

5b. Effective January 1, 1979, the holiday celebrated as Martin Luther King, Jr. Day shall be added to the list of holidays, for a total of thirteen.

6a. There shall be a longevity plan in effect in record to the firemen serving under this contract, which longevity plan shall provide that every five years a \$200.00 increment shall be added to the pay received by the said firemen. This increment of longevity shall not be included in computations of payment for overtime which computations shall be based solely on the base pay provided for in this contract. Under the longevity plan, there shall be a longevity salary increase of \$200.00 after five years of employment, an additional \$200.00 after ten years of employment, an additional \$200.00 after fifteen years of employment, an additional \$200.00 after twenty years of employment, and an additional \$200.00 after twenty-five years of employment.

6b. Effective January 1, 1979, the employer shall add an increment of \$250.00 to the base pay for every five (5) years of service. This increment of longevity shall not be included in the computations of payment for overtime which computations shall be based solely on the base pay provided for in this contract.

7. The provisions as to salary provided for in this contract shall be retroactive to January 1, 1978.

8. Longevity payments shall not be included in the base pay provided for in this contract for purposes of computing overtime. Overtime shall be computed solely on the basis of the base pay set

forth in this contract.

9. Clothing damaged will be replaced as needed. Safety shoes shall be included in the basic uniform.

10. Outside Employment. It is understood that full time employees shall consider their positions on the force as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties for the City of Long Branch. Employees seeking any outside employment activity must first receive permission of the Director of Public Safety before accepting same.

Every employer planning to be engaged in outside employment whether or not he will be wearing his fire uniform, shall first submit, in writing, the name or names of his prospective outside employer to his commanding officer who will then transmit the information to the Director of Public Safety.

11. It is agreed that the City may exercise the right to control working hours, working period, and outside employment as related to the Fair Labor Standards Act notwithstanding the conditions of this Agreement.

12. Check-off. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Employer agrees to deduct membership dues (and initiation fees where applicable) in such amounts as shall be fixed by the By-Laws and/or the Constitution of the Union during the term of this Agreement. The Employer shall promptly remit monthly, any and all amounts so deducted with a list of such deductions, to the Secretary/Treasurer of the Union.

Authorization to the Employer to deduct dues and fees shall be signed by the individual Employee.

No changes or additions or deletions shall be made within the calendar year.

The City must receive all authorizations for deductions and/or changes prior to December 1, of the year preceding the deductions and/or changes.

13. Step I. Any supervisory or non-supervisory employee having a grievance which cannot be resolved with his immediate supervisor may request a hearing before his department head. A written petition stating the nature of the grievance must be presented.

Step II. If the grievance is not settled to the satisfaction of the employee in Step I, he may request a hearing before the Chief Administrative Officer. Petition must be made within 72 hours following the hearing in Step I. The decision of the Chief Administrative Officer with respect to the grievance shall be final.

The above contract terms are in no way intended to circumvent or replace Civil Service Rules of the State of New Jersey as related to municipalities, other Federal and State laws and City ordinances.

This Contract is subject to passage of required salary and other ordinances of the City of Long Branch.

IN WITNESS WHEREOF, the City of Long Branch has caused this instrument to be signed by its Mayor and attested by its City Clerk, and the New Jersey State Firemen's Mutual Benevolent Association Local Number 68 has caused these presents to be signed by its proper representative, the day and year first above written.

This Contract is subject to approval by the Internal Revenue Service and any other Federal Agency having jurisdiction thereof.

ATTEST:

Jennie C. De Fazio
JENNIE C. DE FAZIO, CITY CLERK

CITY OF LONG BRANCH

BY: *Henry R. Cioffi*
HENRY R. CIOFFI, MAYOR

ATTEST:

Thomas J. Magill
Delegate

NEW JERSEY STATE FIREMEN'S MUTUAL
BEVEVOLANT ASSOCIATION LOCAL NO. 68

BY: *Stephen J. Magill* Chairman
William J. Porter

Councilman (Traversa) offers the following resolution and moves its adoption:

RESOLUTION

WHEREAS, the City Administrator has successfully negotiated salary contracts for the Police and Fire Department, and

WHEREAS, these negotiations were in line with the guidelines provided by the City Council and the Mayor, and

WHEREAS, funds to meet the added obligations are available in the 1978 Budget;

NOW, THEREFORE, BE IT RESOLVED that the Mayor be authorized to sign these contracts.

Seconded by Councilman Cofer and adopted upon the following roll call vote:

AYES: 5

NAYES:

ABSENT:

APPROVED:

DATED: April 25, 1978

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, JENNIE C. DEFAZIO, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF THE Resolution (P. 250) ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON April 25, 1978.

IN WITNESS WHEREOF, I HAVE HEREU TO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27 DAY OF April, 1978.

JENNIE C. DEFAZIO
CITY CLERK